

Commonwealth of Virginia**REQUEST FOR PROPOSAL (RFP)****Issue Date:** April 26, 2006**Issue Title:** **Nursing Home Pre-Admission Screening and Resident Review (PASRR) Services****Issuing Agency:** Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) - P.O. Box 1797, Richmond, Virginia 23218-1797**Using Agency and Location Where Work Will Be Performed:** DMHMRSAS - Statewide**Period of the Contract:** February 1, 2007 through January 31, 2008.**Renewals:** Contract may be renewed for five (5) additional periods of one (1) year duration upon mutual agreement between all parties and subject to availability of funding.

Proposals will be received for furnishing services described herein until:

Wednesday - June 15, 2006 - 3:00 PM EST**All inquiries for information shall be directed to:**

Proposal Preparation and General Procedural Queries:	Mike Oprysko (804) 786-6562
Copies of RFP:	

NOTE:

Vendors who expect to submit proposals in response to this solicitation are requested to return **Form 1 – Intention to Respond** via fax to 804-786-3827 no later than close of business on **May 15, 2006**.

To ensure that all questions receive responses, interested vendors are requested to submit questions via facsimile to 804-786-3827 using the enclosed **Form 2—Fax Back Solicitation Questions** to include e-mail address, voice and fax phone numbers by no later than 3:00 pm EST on **May 24, 2006**.

No other questions will be responded to after the May 24, 2006 deadline.

May be obtained at www.dmhmrsas.virginia.gov Click on link to Procurement/Solicitations and then click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned.

Proposal Delivery Information:

All Proposals shall be addressed: **DMHMRSAS, Office of Administrative Services**. If mailed, send to **P.O. Box 1797, Richmond, VA 23218-1797**; if hand delivered **Jefferson Building, 1st Floor - Room 108, 1220 Bank Street, Richmond, Virginia, 23219**. Envelopes should be marked with RFP number and opening date and time. It is the contractor's responsibility to assure that proposals are received and logged in by Procurement Operations staff at the location indicated by the date and time above, regardless of the method of delivery. LATE proposals will NOT be accepted under any circumstances. The above page and this signature page **must** accompany your proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Offeror Name and Address:

Date: _____**By:** _____
(Official Signature in Ink)**Telephone:** _____**Printed Name:** _____**FEI/FIN Number:** _____**Title:** _____

The following information is requested, but it is not mandatory that it be supplied. Minority status does not influence the award: **(Please Check all that apply)**

<input type="checkbox"/>	Contractor DOES consider his/her firm to be a minority business.
<input type="checkbox"/>	Contractor does NOT consider his/her firm to be a minority business
<input type="checkbox"/>	Contractor IS certified as a minority business by VA Department of Minority Business Enterprise (DMBE).
<input type="checkbox"/>	DMBE Certification # _____
<input type="checkbox"/>	Contractor is NOT certified as minority business by VA Department of Minority Business Enterprise.
<input type="checkbox"/>	Contractor is a eVA registered vendor. (Learn about eVA at www.eva.state.va.us)
<input type="checkbox"/>	Contractor is NOT a eVA registered vendor.

FORM 1 – INTENTION TO RESPOND

RFP #720C-04050-06M

No Fax Cover Sheet Is Required

FAX BACK: Your assistance is requested. Please fax back by no later than **May 15, 2006**.

TO: Office of Administrative Services - Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services, Richmond, Virginia 23218

FAX TO: 804-786-3827

The organization below (check any that apply):

☐ Intends to prepare and submit a proposal to the above referenced solicitation.

Our contact person will be: _____

Contact voice phone number is: _____

Contact fax number is: _____

Contact e-mail address: _____

☐ Does NOT intend to respond to the above referenced solicitation.

☐ Other message: _____

Company Name: _____

Person Responding: _____

Voice Phone: _____ Fax: _____

FORM 2-- Fax Back Solicitation Questions
RFP#720C-04050-06M
No Fax Cover Sheet Is Required.

FAX BACK: Questions will be accepted through **May 24, 2006 – 3:00 PM EST**

TO: Office of Administrative Services - Virginia Department of Mental Health, Mental Retardation and
Substance Abuse Services - Richmond, Virginia 23218

FAX TO: 804-786-3827

Please record your question(s) regarding the above referenced solicitation:

Your Company:

Your Name:

Your Voice Phone:

E-Mail:

Fax Phone:

1.0 **BACKGROUND:**

The Department of Mental Health, Mental Retardation and Substance Abuse Services, hereinafter referred to as the Purchasing Agency, is required by Section 1919(e)(7)(E) of the Social Security Act as amended by Omnibus Budget Reconciliation Act of 1987 (OBRA '87) to conduct Pre-Admission Screenings and Resident Reviews (PASRR) for persons seeking admission and residents of Medicaid Certified Nursing Facilities who have known or suspected diagnosis of Serious Mental Illness (SMI), Mental Retardation (MR)/Related Conditions (RC). This requirement applies to all applicants and residents of nursing facilities regardless of their source of funding.

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are required. By submitting a proposal, Offeror(s) certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal.

Historical Usage Data

Calendar Year	Mental Illness (MI) - PAS	Mental Retardation (MR) - PAS	Dual MI/MR - PAS	Total
2005 (Jan – Dec)	156	157	32	345
2004 (Jan – Dec)	214	157	45	416
2003 (Jan – Dec)	220	128	75	423

Calendar Year	Mental Illness (MI) - RR	Mental Retardation (MR) - RR	Dual MI/MR - RR	Total
2005 (Jan – Dec)	47	87	24	158
2004 (Jan – Dec)	40	79	34	153
2003 (Jan – Dec)	33	48	20	101

Calendar Year	Halted/Paper Based	Unwarranted/Canceled	Total
2005 (Jan – Dec)	48	145	193
2004 (Jan – Dec)	79	124	203
2003 (Jan – Dec)	24	57	81

*For Informational Purposes - Halted Assessments were assessments of individuals that were determined not to meet federal and state standards for SMI/MR/RC. *

Calendar Year	Evaluation of RR/SC Resident Review/Status Change	Final Determination	Backup Clinical Support (Hours)
2005 (Jan – Dec)	128	352	27
2004 (Jan – Dec)	121	388	94
2003 (Jan – Dec)	73	298	66

Based on the historical usage data above, averaging the three (3) previous calendar years, it is estimated that approximately 395 Pre-Admission Screenings (Combined for MI, MR and Dual Cases), 135 Resident Reviews (Combined for MI, MR and Dual Cases) and 50 Halted assessments are completed on an annual basis. This is an estimation only and shall not be a guarantee of services volume or limits.

1.1 PURPOSE AND OBJECTIVE:

Pre-Admission Screening and Resident Review

The purpose of the OBRA '87 legislation is to insure that applicants to and residents of nursing facilities with a known or suspected diagnosis of SMI, MR, or RC are receiving the appropriate services to meet their needs. The PASRR process determines whether these special populations of individuals require the level of nursing facility services provided by a nursing facility. It also determines whether these individuals require specialized services for serious mental illness and/or mental retardation/related conditions.

2.0 INFORMATION:

2.1 General Information:

PRE-ADMISSION SCREENING: The Level I PAS determines whether the applicants meet the nursing facility level of care criteria and are appropriate for nursing facility placement. The Level I PAS, (the identification process) also screens those nursing facility applicants who have SMI, MR, or RC and may be included in the Level II PAS process. The Level I PAS is initiated by:

- 1) The Local Preadmission Screening Committee, which is comprised of staff from the local Department of Health and local Department of Social Services, when the applicant is applying for admission to the nursing facility from the community; OR
- 2) The acute care hospital staff when the individual is hospitalized at the time of the Level I PAS; OR
- 3) The nursing facility staff when the individual is private pay or out-of-state.

Individuals with a diagnosis of dementia will also be identified through the Level I ID screening. However, because the statute excludes dementias from the definition of serious mental illness, individuals with a primary diagnosis of dementia (including Alzheimer's disease, delirium, organic disorder or related disorders) are not subject to PASRR unless they have a concurrent diagnosis of MR.

If the individual does not meet the nursing facility level of care criteria, he/she cannot be admitted to a Medicaid-certified nursing facility. If the individual meets the nursing facility level of care criteria and has a known or suspected diagnosis of SMI or MR/RC, the Level I assessment (Uniform Assessment Instrument, the MI/MR Supplement Assessment form (DMAS 95) is forwarded to the Contractor to complete the Level II assessment.

The Level II process begins when the Level I assessment is received and reviewed to insure the individual meets the nursing facility level of care criteria. The primary focus of the Level II PAS process is to conduct clinical assessments to make a recommendation of specialized services needs. The process must be completed within 5-7 working days of the receipt of the Level I assessment and forwarded to the State Mental Health/Mental Retardation Authority (Purchasing Agency) by express mail for the final determination of specialized services.

RESIDENT REVIEW:

When a **Significant Change** in a resident's mental or physical condition occurs, the Resident Review process outlined below is initiated for individuals with diagnoses of serious mental illness mental retardation and/or related condition (**Medicaid-eligible and private pay**) residing in Medicaid-certified nursing facilities:

The Nursing Facility

Identifies a *Significant Change(s) in condition* by completing a new MDS (long form) for individuals exhibiting significant change(s) in at least two areas of functioning/behavior

Notifies the State Mental Health/Mental Retardation Authority of the *Significant Change(s) in condition* within seven (7) calendar days.

Submits (via facsimile) the old MDS (long form) reflecting the previous condition and the current MDS (long form) reflecting the significant change(s) to the State Mental Health, Mental Retardation Authority as notification of resident's *Significant Change(s) in condition*.

The State Mental Health/Mental Retardation Authority

Reviews both MDS (old and current) forms to ensure individual meets a *Significant Change in condition* criteria to warrant a Level II Resident review assessment.

If a *Significant Change in condition* criteria is met, State Mental Health/Mental Retardation Authority initiates resident review assessment by submitting the completed resident review referral form via facsimile to the contractor (signed by State Mental Health/Mental Retardation Authority) that authorizes the contractor to conduct the resident review Level II Assessment. The resident review assessment will be completed and a determination made in writing within an annual average of seven to nine working days of the referral.

Receives the completed resident review assessment from the contractor;

Makes the final determination regarding the continued need for nursing facility level of care and specialized services;

Sends specialized services determination notification letter for persons with MR/RC to the Community Services Board or the Department of Rehabilitative Services, as appropriate;

Maintains copies of the MDS and the resident review assessment packet in the OBRA files.

If a *Significant Change in condition criteria* is NOT met, State Mental Health/Mental Retardation Authority informs nursing facility in writing that the resident's condition does not meet the requirements criteria for a *Significant Change in condition* resident review assessment; therefore, an assessment is not warranted.

The Contractor

Completes the *Significant Change in condition* resident review assessment; and sends the original packet to the State Mental Health/Mental Retardation Authority for specialized services determination. Sends the specialized services determination notification letter to Nursing Facility administrator, resident, attending physician and resident's legal guardian, as appropriate.

TRACKING: The Purchasing Agency desires that the Contractor implement a tracking system to maintain accurate individual level location, diagnostic and statistical data.

2.2 DEFINITIONS:

2.2.1 **Mental Illness:**

An individual is considered to have a serious Mental Illness if he/she has a current diagnosis of a major psychiatric mental disorder (as defined in the Diagnostic and Statistical Manual of Mental Disorders, 4th Edition (DSM-IV) does not have a primary diagnosis of dementia only (including Alzheimer's disease or a related disorder).

2.2.2 **Dementia:**

An individual is considered to have dementia if he/she has a primary diagnosis of dementia or other cognitive disorders (as described in the Diagnostic and Statistical Manual of Mental Disorders, 4th edition. As described in DSM-IV, diagnostic criteria for dementia include:

- (a) Demonstrable evidence of impairment in short or long term memory;

- (b) At least one of the following:
 - (1) Impairment of abstract thinking;
 - (2) Impaired judgment;
 - (3) Other disturbances of higher cortical function; and
 - (4) Personality change.
- (c) The disturbance in (a) or (b) significantly interferes with work or usual social activities or relationships with others;
- (d) Not occurring exclusively during the course of delirium;
- (e) Either (1) or (2):
 - (1) Evidence from the history, physical examination, or laboratory tests, of a specific organic factor that it is judged to be etiologically related to the disturbance; or
 - (2) In the absence of such evidence, an etiologic organic factor can be presumed if the disturbance cannot be accounted for by any nonorganic mental disorder.

2.2.3 Mental Retardation/Related Conditions:

An individual is considered to have MR if he/she has a level of retardation (mild, moderate, severe or profound) as described in the American Association on Mental Retardation in Mental Retardation-Definition, Classification and Systems of Supports (9th Edition, 1992), page 1:

Mental retardation refers to substantial limitations in present functioning. It is characterized by significantly subaverage intellectual functioning existing concurrently with related limitations in two or more of the following applicable adaptive skill areas: communication, self-care, home living, social skills, community use, self-direction, health and safety, functional academics, leisure, and work. Mental retardation is manifested before age 18.

"Persons with related conditions" means individuals who have a severe, chronic disability that meets all of the following conditions:

- (a) It is attributable to -
 - (1) Cerebral palsy or epilepsy, autism, spina bifida, muscular dystrophy, multiple sclerosis, traumatic head injury, spinal cord injury, etc.
 - (2) Any other condition, other than MI, found to be closely related to mental retardation because this condition results in impairment of general intellectual functioning **OR** adaptive behavior similar to that of persons with MR, and requires treatment or services similar to those required for these persons.
- (b) It is manifested before the person reaches age 22.
- (c) It is likely to continue indefinitely; and
- (d) It results in substantial functional limitations in three or more of the following areas of major life activity:
 - (1) Self-care;
 - (2) Understanding and use of language;
 - (3) Learning;
 - (4) Mobility;
 - (5) Self-direction; and
 - (6) Capacity for independent living.

2.2.4 Specialized Services:

The purpose of specialized services for persons with MI who are experiencing an acute episode of serious mental illness that necessitates 24-hour supervision by trained mental health personnel, is to diagnose or reduce the recipient's psychotic or neurotic symptoms which necessitated institutionalization, to improve his/her level of functioning and, whenever possible, to achieve the recipients discharge from inpatient status at the earliest possible time.

The purpose of specialized services for individuals with MR/RC, is to direct them toward the acquisition of the behavior necessary for the client/resident to function with as much self-determination and independence as possible; to prevent or decelerate regression or loss of current optimal functional status.

A continuous program for each client/resident with MI/MR/RC which includes aggressive, consistent implementation of a program of specialized and generic training, specific therapies or treatments, activities, health services and related services, as identified in an individualized plan of care developed which has the following characteristics:

For individuals with serious mental illness, the individual service plan must be developed under and supervised by a physician. The prescribed components of the individual specialized services plan must be provided by a physician or other qualified mental health professionals.

For individuals with MR/RC, the individual specialized services program plan must be developed and supervised by an interdisciplinary team that represent areas that are relevant to identifying the client's/resident's needs and designing training programs that meet the client's/resident's needs.

3.0 **STANDARD OF CONTRACTOR PERFORMANCE:**

3.1 MINIMUM CRITERIA SPECIFIC TO THE PREADMISSION SCREENING AND RESIDENT REVIEW OF PERSONS WITH SERIOUS MENTAL ILLNESS/MENTAL RETARDATION/RELATED CONDITIONS:

3.1.1 **SERIOUS MENTAL ILLNESS:**

A. The PASRR process shall include a summary of the medical history and current physical status of the individual. The summary shall address the following areas:

- complete medical history;
- list of diagnoses/medical problems
- comprehensive drug history (past 2 yrs.) and all current medications;
- specific evaluation of the person's neurological system in the areas of:
 - motor functioning;
 - sensory functioning;
 - gait;
 - deep tendon reflexes;
 - cranial nerves; and
 - abnormal reflexes.
- In case of abnormal findings which are the basis for a nursing facility placement, additional evaluations should be conducted by appropriate specialists; and

If the history and physical examination of the PASRR/MI process are not performed by a physician, then a physician's review and written concurrence with the conclusions shall be required.

B. The PASRR/MI process shall include a psychosocial summary of the individual. This shall include the following areas:

- personal history regarding marital, family, education and income; and
- medical and support systems;
- involvement in nursing facility activities.

The PASRR/MI process shall include a functional assessment of the individual's ability to engage in activities of daily living and the level of support which would be needed to assist the individual to perform these activities while living in the community. The assessment should determine whether this level of support can be provided to the individual in an alternative community setting or whether the level of support needed is such that nursing facility placement is required. At a minimum, this evaluation must address the following areas:

- self-monitoring of health status;
- self-administering and/or scheduling of medical treatments, including medication compliance;
- self-monitoring of nutritional status;
- handling money;
- dressing appropriately; and
- grooming.

- C. The PASRR/MI process shall include a summary of the psychiatric evaluation. The summary must include the following:

- complete psychiatric history;
- evaluation of intellectual functioning, memory functioning, and orientation;
- description of current attitudes and overt behaviors;
- affect;
- suicidal or homicidal ideation; and
- degree of reality testing (presence and content of delusions) and hallucinations.

3.1.2 MENTAL RETARDATION/RELATED CONDITIONS:

- A. The PASRR/MR/RC process shall include a summary of the medical history and current physical status of the individual. The summary must address the following areas:

- complete medical history;
- list of diagnoses/medical problems;
- comprehensive drug history (past 2 yrs.) and all current medications;
- specific evaluation of the person's neurological system in the areas of:
 - motor functioning;
 - sensory functioning;
 - gait;
 - deep tendon reflexes;
 - cranial nerves; and
 - abnormal reflexes.
- In case of abnormal findings which are the basis for a nursing facility placement, additional evaluations should be conducted by appropriate specialists; and

If the history and physical examination of the PASRR/MR/RC process are not performed by a physician, then a physician's review and written concurrence with the conclusions shall be required.

- B. The PASRR/MR/RC process shall insure that a psychologist, who meets the qualifications of the Qualified Mental Retardation Professional identifies the individual's intellectual functioning measurement; and validates in writing that the individual has MR or is a person

with a related condition.

- C. The PASRR/MR/RC process shall include review of the data collected from this section and identify to what extent the person's status compares with each of the following characteristics commonly associated with a need for specialized services.

- inability to take care of most personal care needs;
- inability to understand simple commands;
- inability to communicate basic needs and wants;
- inability to be employed at a productive wage level without systematic long-term supervision or support;
- inability to learn new skills without aggression and consistent training;
- inability to apply skills learned in a training situation to other environments or settings without aggressive and consistent training;
- inability to demonstrate behavior appropriate to the time, situation or place without direct supervision;
- demonstration of severe maladaptive behavior(s) which place the person or others in jeopardy to health and safety;
- inability or extreme difficulty in making decisions requiring informed consent; and presence of other skill deficits or specialized training needs which necessitates the availability of trained MR personnel, 24 hours per day, to teach the person functional skills.

- D. The PASRR/MR/RC process shall include a psychosocial summary of the individual. This shall include the following areas:

- developmental milestones and education/training;
- personal history regarding marital, family, and income;
- medical and support systems; and
- involvement in nursing facility activities.

The PASRR/MR/RC process shall include the Inventory for Client and Agency Planning functional assessment of the individual's ability to engage in activities of daily living and the level of support which would be needed to assist the individual to perform these activities while living in the community. The assessment should determine whether this level of support can be provided to the individual in an alternative community setting or whether the level of support needed is such that nursing facility placement is required. At a minimum, this evaluation must address the following areas:

- self-monitoring of health status;
- self-administering and/or scheduling of medical treatments, including medication compliance;
- self-monitoring of nutritional status;
- handling money;
- dressing appropriately; and
- grooming.

3.1.3 DUAL DIAGNOSIS (Serious Mental Illness and Mental Retardation):

- A. The PASRR/Dual process shall include a summary of the medical history and current physical status of the individual. The summary must address the following areas:

- complete medical history;
- list of diagnoses/medical problems
- comprehensive drug history (past 2 yrs.) and all current medications;
- specific evaluation of the person's neurological system in the areas of:
 - motor functioning;
 - sensory functioning;
 - gait;
 - deep tendon reflexes;
 - cranial nerves; and
 - abnormal reflexes.
- In case of abnormal findings which are the basis for a nursing facility placement, additional evaluations should be conducted by appropriate specialists; and

If the history and physical examination of the PASRR/MR/RC process are not performed by a physician, then a physician's review and written concurrence with the conclusions shall be required.

- B. The PASRR/Dual process shall insure that a psychologist, who meets the qualifications of the Qualified Mental Retardation Professional identifies the individual's intellectual functioning measurement; and validates in writing that the individual has MR or is a person with a related condition.
- C. The PASRR/Dual process shall include review of the data collected from this section and identify to what extent the person's status compares with each of the following characteristics commonly associated with a need for specialized services.
 - inability to understand simple commands;
 - inability to communicate basic needs and wants;
 - inability to be employed at a productive wage level without systematic long-term supervision or support;
 - inability to learn new skills without aggression and consistent training;
 - inability to apply skills learned in a training situation to other environments or settings without aggressive and consistent training;
 - inability to demonstrate behavior appropriate to the time, situation or place without direct supervision;
 - demonstration of severe maladaptive behavior(s) which place the person or others in jeopardy to health and safety;
 - inability or extreme difficulty in making decisions requiring informed consent; and
 - presence of other skill deficits or specialized training needs which necessitates the availability of trained MR personnel, 24 hours per day, to teach the person functional skills.
- D. The PASRR/Dual process shall include a psychosocial summary of the individual. This shall include the following areas:
 - developmental milestones and education/training;
 - personal history regarding marital, family, and income;
 - medical and support systems; and
 - involvement in nursing facility activities.

The PASRR/Dual process shall include a functional assessment of the individual's ability to engage in activities of daily living and the level of support which would be needed to assist the individual to perform these activities while living in the community. The assessment should determine whether this level of support can be provided to the individual in an alternative community setting or whether the level of support needed is such that nursing

facility placement is required. At a minimum, this evaluation must address the following areas:

- self-monitoring of health status;
- self-administering and/or scheduling of medical treatments, including medication compliance;
- self-monitoring of nutritional status;
- handling money;
- dressing appropriately; and
- grooming.

E. The PASRR/Dual process shall include a summary of the psychiatric evaluation. The summary must include the following:

- complete psychiatric history;
- evaluation of intellectual functioning, memory functioning and orientation;
- description of current attitudes and overt behaviors;
- affect;
- suicidal or homicidal ideation; and degree of reality testing (presence and content of delusions) and hallucinations

4.0 **GENERAL SCOPE OF WORK:**

- 4.1 The Contractor and all employees that will conduct assessments shall participate in not less than one training class at the Purchasing Agency.
- 4.2 The Contractor shall conduct Level II assessments in accordance with the Health Care Financing Administration (HCFA) guidelines and meeting the standards of performance of Section 3.0 herein.
- 4.3 Data shall be obtained for Pre-Admission Screenings and Resident Reviews through standardized comprehensive assessment forms (Attachment A) and shall be completed and submitted on each individual.
- 4.4 The Contractor shall conduct or otherwise obtain a psychological assessment that reflects the client's current status for all individuals with a diagnosis of MR requiring specialized services. The contractor shall obtain a current psychological assessment for all persons with a diagnosis of MR who have no previous record of psychological testing available.
- 4.5 For MR and RC residents, an Inventory for Client and Agency Planning (ICAP) (Attachment B) shall also be completed and submitted with the assessment required in 4.2 above.
- 4.6 The Contractor shall complete all Level II assessments within 5-7 days of receipt of the Level I assessment from the Contracting Agency
- 4.7 All assessments must be specific, individualized, complete and accurate. In addition to any other remedy which the Purchasing Agency may have, any assessment which is not complete or which does not meet the standard of performance will be returned to the contractor for completion and/or correction. A return rate which exceeds 2% will constitute grounds for default. If an assessment is returned repeatedly, each return shall be calculated according to the agreed upon return rate.
- 4.8 The Contractor shall conduct assessments only on residents which have been approved by the Purchasing Agency. The Contractor shall not modify any information presented in the resident record, including the resident diagnosis, and shall not draw clinical conclusions which are not soundly documented in the resident record.

- 4.9 The Contractor shall halt Level II assessments at any point that it is conclusively determined that the resident does not meet criteria for a diagnosis of a serious mental illness, mental retardation/related condition or has a primary diagnosis of dementia or other cognitive disorders, which is not accompanied by a diagnosis mental retardation or related condition.
- 4.10 The Contractor shall be required to conduct on every Resident Review a "Resident Review Final Determination" and prepare a written summary of findings.
- 4.11 The Contractor shall conduct an "Evaluation of Resident Review/Status Change (RR/SC) Review" for reporting of information to determine appropriateness for Level II evaluations, to include those cases "flagged" at the pre-admission screening for a later resident review to determine if resident would benefit from a resident review.
- 4.12 The Contractor shall have the ability to provide to the Contracting agency "back-up clinical support" on an as needed basis consisting of the ability to complete all cases (PASs and RRs) and final determinations during this time, responding within a 24-hour time frame to callers via voice recorded prompts from the Contracting Agency to the Contractor's toll free number.
- 4.13 The Purchasing Agency reserves the right to conduct reliability assessments to evaluate accuracy of any assessment submitted prior to approving for payment. Payment shall not be processed for any assessment considered by the Purchasing Agency to be erroneous or incomplete.
- 4.14 It shall be the responsibility of the Contractor to work in cooperation with the nursing facilities in conducting the Level II assessments with minimal disruption to the nursing facility. The contractor shall act as agent of DMHMRSAS and shall be responsible for a high level of cooperation. The Contractor shall perform assessments as independent of the nursing home staff as feasible.
- 4.15 In the event that more than one contract is awarded, to minimize disruption to the nursing facility the Contractor shall coordinate activities with other awarded contractors who may be conducting assessments within the same nursing facilities.
- 4.16 The Contractor shall contact the nursing facility to schedule appointments to conduct the Resident review and shall obtain prior approval from the nursing facility administrator for conducting assessments on evenings and weekends.
- 4.17 The Contractor shall provide identification badges to each of his/her employees which the employees shall display at all times within nursing facilities while performing work related to this contract. Employees shall be professionally and appropriately dressed.
- 4.18 The Contractor shall be responsible for, and shall control, all actions of his/her employees while performing services under this contract.
- 5.0 **Deliverables:**
- 5.1 PAS Level II assessment reports shall be completed within 5-7 working days upon completion of (dated and signed) Level I PAS (unless otherwise agreed to on a case-by-case basis).
- 5.2 PAS Level II assessment report shall be submitted via express (overnight) mail to assure prompt delivery and a method of tracking.
- 5.3 The Contractor shall meet with appropriate staff of the Purchasing Agency on demand or not less than quarterly.
- 5.4 Each year of the contract, a detailed report shall be submitted to the purchasing agency which includes at a minimum the following information for each resident assessed

- Name and case number;
- Age, gender and race;
- SMI/MR or RC status
- Primary and secondary diagnosis
- Date of Assessment
- Recommendation of Specialized Services if applicable

This information shall be provided in print and in electronic media (ASCII format or as approved by purchasing agency).

5.5 Final Actual Involvement Report

The Contractor will submit, prior to completion or at completion of the deliverables for each contract year and prior to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of this contract. At a minimum this report shall include for each firm contracted with and for each such business class (ie: for small, for minority-owned, for women-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value.

6.0 **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

6.1 **SPECIFIC REQUIREMENTS OF PROPOSAL:** Proposals should be as thorough and detailed as possible but **concise** so that the DMHMRSAS evaluation team may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- 6.1.1 A written and complete narrative description of the plan and approach in accomplishing the Level II assessments and resident reviews including step by step details and time frames of how assessments and resident reviews will be conducted with minimal disruption.
- 6.1.2 An activities plan identifying tasks from receipt of names scheduled for Level II assessments and from initial contact with each nursing home to final submission and acceptance of assessments by the OBRA office of the Purchasing Agency. This plan must include, as close as possible, dates, responsible parties and resources to be committed. This plan must also demonstrate staggered scheduling of receipt of assessments by OBRA office of the Purchasing Agency and percentage of completion of total assessments due.
- 6.1.3 A full description of resources expected to be provided by the Purchasing Agency.
- 6.1.4 Resumes and roles of key staff to be committed to the project.
- 6.1.5 A narrative describing your understanding and the process the Offeror would use for the services described in 4.10 and 4.11.
- 6.1.6 A description of the notification process needed by the Offeror in the provision of back-up clinical support and time frames.
- 6.1.7 Narrative of experience in providing the services and/or reference to similar projects of similar scope with submitted examples. In addition, a narrative describing the Offeror(s) knowledge of OBRA regulations.
- 6.1.8 A description of the regional area(s) which can be serviced, in the event the Offeror cannot provide statewide service.

6.1.9 An itemized cost proposal to include individual cost per Pre-Admission Screening (MI, MR and Dual), Resident Review (MI, MR, Dual), Halted Assessment/Review, Evaluation of RR/SC, Resident Review Final Determination, fixed hourly rate for as needed clinical back-up and any cost associated with any other proposed service.

6.1.10 Small, Women-Owned and Minority-Owned Business Participation .

6.1.11 Samples or likenesses of progress and final reports to be provided to the Purchasing Agency.

6.1.10 A description of the method the Contractor would utilize to implement and maintain a tracking system, illustrating how this system will monitor other statistical data, such as transfers, discharges, deaths, individual level location, diagnostic, etc.

6.1.11 Other documentation giving evidence to support each of the evaluation criteria listed in section 7.0.

6.2 **RFP RESPONSE:** In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and five (5) copies of each proposal must be submitted to the Purchasing Agency. No other distribution of the proposals shall be made by the Offeror.

6.3 **PROPOSAL PREPARATION:** Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being considered nonresponsive and, therefore, rejected. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the purchasing agency may require prompt submission of missing information after the receipt of vendor proposals.

6.4 **PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES:** It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are required as noted in 6.1.10 above. By submitting a proposal, Offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP may result in rejection of the proposal.

6.5 **ORAL PRESENTATION OF PROPOSAL:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Purchasing Agency's selection team. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. The agency will schedule the time and location of these presentations. Oral presentations are an option of the agency and may not be conducted. Therefore, written proposals should be complete.

7.0 **EVALUATION AND AWARD CRITERIA:**

7.1 Proposals shall be evaluated by the agency using the following criteria:

- 7.1.1 Demonstrated experience of the contractor in conducting assessments and reviews of the same or similar scope.
- 7.1.2 The Contractor's knowledge of federal regulations and guidelines relating to OBRA.
- 7.1.3 The soundness of the contractor's technical approach to the provision of these services.
- 7.1.4 Demonstrated project management skill ensuring coordination and completion of reviews within time frame required.
- 7.1.5 Personnel resource commitment to the project and qualifications of the key staff to be assigned to the project.
- 7.1.6 Overall Cost Proposal to include cost per assessment performed (to include PAS, RR and Halted Assessment/Review).
- 7.1.7 Quality and comprehensiveness of proposed reports.

7.2 **Award:**

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors above. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror(s) which, in its sole opinion, has made the best proposal, and shall award the contract to that Offeror(s). The agency may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.) Should the purchasing agency determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

7.3 Multiple Awards:

The Purchasing Agency reserves the right to make multiple awards if, in the sole determination of the Purchasing Agency, it is deemed advantageous to do so to ensure completion of the project within stated timeframes or to achieve economy or efficiency in the project. **Offerors who are not able to provide statewide services are encouraged to respond to this solicitation.**

8.0 **General Terms and Conditions:**

- 8.1 **Vendor's Manual:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety, except as noted below. The procedure for filing contractual claims is in Section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is

accessible on the Internet at www.dgs.state.va.us/dps under manuals. The appeals procedures set forth in the DMHMRSAS **Administrative Practices and Procedures Manual**; Chapter 5 **Contractual Services** are applicable to these contractual services. A copy of this Chapter is available for review in the offices of the DMHMRSAS.

- 8.2 **Applicable Law and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendor's Manual*. The contractor shall comply with applicable federal, state and local laws and regulations.
- 8.3 **Anti-Discrimination:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 8.4 **Ethics in Public Contracting:** By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- 8.5 **Immigration Reform and Control Act of 1986:** By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 8.6 **Debarment Status:** By submitting their proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.
- 8.7 **Antitrust:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- 8.8 **Mandatory Use of State Form and Terms and Conditions:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- 8.9 **Clarification of Terms:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contract officer whose name appears on the face of the solicitation, no later than five days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.
- 8.10 **Payment:**
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal

action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency, or other appropriate penalties may be assessed in lieu of withholding such payment.

8.11 **Precedence of Terms:** Paragraphs 7.1 through 7.10 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

8.12 **Qualifications of Offeror:** The DMHMRSAS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by or investigations of such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

8.13 **Testing and Inspection:** The DMHMRSAS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

8.14 **Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

8.15 **Changes to the Contract:** Changes can be made to the Contract in any one of the following ways:

1. The parties may agree in writing to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The DMHMRSAS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as scope of services to be provided, reporting requirements or cost of services. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the DMHMRSAS a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the DMHMRSAS's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the DMHMRSAS with all vouchers and records of expenses incurred and savings realized. The DMHMRSAS shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the DMHMRSAS within thirty (30) days from the date of receipt of the written order from the DMHMRSAS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's *Vendor's Manual*. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the DMHMRSAS or with the performance of the contract generally.

8.16 **Default:** In case of failure to deliver good or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

8.17 **Insurance:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence single limit. Commercial General Liability is to include bodily injury, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional named insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 – per occurrence.

8.18 **Announcement of Award:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days. In addition, the purchasing agency will publicly post such notice on the DMHMRSAS Office of Administrative Service's bulletin board located on the 1st floor of the Jefferson Building – 1220 Bank Street, Richmond, Virginia 23219 for a minimum of 10 days.

8.19 **Drug Free Workplace:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

8.20 **Nondiscrimination of Contractors:** An Offeror shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

8.21 **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or Offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.
- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

9.0 Special Terms And Conditions:

- 9.1 **Audit:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, or State auditors shall have full access to and the right to examine any of said materials during said period.
- 9.2 **Availability of Funds:** Is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 9.3 **Cancellation of Contract:** The DMHMRSAS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of cancellation.
- 9.4 **Method of Payment:** Any payments shall be made upon 30 days of receipt of accurate and complete invoice; all invoices **must** display the project number and contract number assigned to the resulting contract. Failure to include this information will result in return of invoices for correction. Advance payment requests will not be considered.
- 9.5 **Expansion of Target:** Throughout the original contract term and any subsequent renewal, along with the identification of available funding, the Contractor may be utilized, at the sole discretion of the DMHMRSAS, to provide similar services or continuing technical assistance and consultation services in the area addressed by this solicitation.
- 9.6 **Authorities:** Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Service contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/it may have herein, except as provided in this proposal, without the prior written consent of the DMHMRSAS.
- 9.7 **Prevailing Laws:** All services provided by Contractor pursuant to this agreement shall be performed to the satisfaction of the Agency, and in accord with all applicable federal, state and local law, ordinance, rules and regulations. Contractor shall not receive payment for work found by the Agency to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
- 9.8 **Obligation of Offeror:** By submitting a proposal, the Offeror covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- 9.9 **Ownership of Intellectual Property:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- 9.10 **eVA Business-To-Government Contracts:** The contract will result in one (1) eVA purchase order with the one percent (1%) transaction fee capped at \$500 per purchase order.

The eVA transaction fee will be assessed approximately thirty (30) days after the purchase order is

issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.

9.11 **Renewal of Contract:** This contract may be renewed by the Purchasing Agency upon written agreement of both parties for five (5) additional periods of up to one year duration under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 30-90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "medical care services" category of the CPI-U section of the Consumer Price Index - of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available as of the date of renewal.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "medical care services" category of the CPI-U section of the Consumer Price Index - of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available as of the date of renewal.

9.13 **Prime Contractor Responsibilities:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all sub-contractors that he may utilize, using his best skill and attention. Sub-contractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his sub-contractors and of persons employed by them as he is for the acts and omissions of his own employees.

9.14 **Subcontracts:** Except as stipulated herein, no portion of the work shall be subcontracted without prior written consent of the DMHMRSAS. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the DMHMRSAS the names, qualifications and experience of their proposed subcontractors and the Department reserves the right to reject any subcontractor proposed throughout the term of this agreement. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

9.15 **Identification of Proposal Envelope:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

 Name of Offeror Due Date Time

 Street or Box Number /RFP No.

 City, State, Zip Code RFP Title

Name of Contract/Purchase Officer or Buyer _____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the special envelope is mailed, the bidder or Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

9.16 **Confidentiality and Records:** The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this Agreement, and will not be divulged without the individual's and the Agency's written consent. Any information to be disclosed, except to the Agency, must be in summary, statistical, or other form which does not identify particular individuals.

9.17 **Contractual Disputes:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. Written notice of the Contractor's intention to file such claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The contract may require submission of an invoice for final payment within a certain time after completion and acceptance of the work. Pendency of claims shall not delay payment amounts agreed due in the final payment.

The claim shall be filed with the Administrative Services Director setting forth the factual basis for the claim. The Administrative Services Director shall review the claim and notify the Contractor of the decision by certified mail within fifteen (15) days of receipt. The notification shall set forth the reasons for the decision and inform the Contractor that they may request a review of the decision by the Commissioner by filing such request within ten (10) days of receipt of the initial decision. The Commissioner may convene a panel to advise on a decision. The Commissioner shall render a final decision setting forth the reasons for the decisions within thirty (30) days of receipt of the request for review.

The Contractor may not institute legal action prior to receipt of the Commissioner's decision on the claim as provided in § 2.2-4364 of the *Code of Virginia*, unless the Commissioner fails to render the decision within thirty (30) days of receipt of the claim.

Failure of the Administrative Services Director or Commissioner to render a decision within the time frames specified shall not have the effect of affirming or denying the claim, but shall only permit the Contractor to proceed to the next step in the process. (§ 2.2-4363 of the *Code of Virginia*).

9.18 **Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA):**

Except as otherwise limited, contractor may use or disclose protected health information (PHI) to perform functions, activities, or services for, or on behalf of, the DMHMRSAS, as specified in this RFP. In performance of any contract as a result of an award of this RFP, Contractor agrees to:

- Not use or further disclose protected health information (PHI) other than as permitted or required by the terms of this contract or as required by law;
 - Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this contract;
 - Report to the DMHMRSAS any use or disclosure of PHI not provided for by this Contract (Agreement) of which it becomes aware;
 - Impose the same requirements and restrictions contained in this contract (amendment) on its subcontractors and agents to whom contractor provides PHI received from, or created or received by the contractor on behalf of the DMHMRSAS;
 - Provide access to PHI contained in a Designated Record Set to the DMHMRSAS, in the time and manner designated by the DMHMRSAS, or at the request of the DMHMRSAS, to an individual in order to meet the requirements of 45 CFR 164.524.
 - Make available PHI for amendment and incorporate any amendments to PHI in its records at the request of the DMHMRSAS;
 - Document and provide to DMHMRSAS information relating to disclosures of PHI as required for the DMHMRSAS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528;
 - Make its internal practices, books, and records relating to use and disclosure of PHI received from, or created or received by the contractor on behalf of the DMHMRSAS, available to the Secretary of the U.S. Department of Health and Human Services for the purposes of determining compliance with 45 CFR Parts 160 and 164, subparts A and E;
 - Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of DMHMRSAS as required by the HIPAA Security Rule, 45 C.F.R. Parts 160, 162, and 164.
 - Ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.
 - Report to DMHMRSAS any security incident of which it becomes aware.
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- At termination of the contract, if feasible, return or destroy all PHI received from, or created or received by the Contractor on behalf of the DMHMRSAS contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

Contractor may use and disclose PHI received from the DMHMRSAS, if necessary, to carry out its legal responsibilities and for the proper management and administration of its business. Contractor may disclose PHI for such purposes if the disclosure is required by law, or if contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially, that it will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and that the person will notify the contractor of any instances of which it is aware in which the confidentiality of the information has been breached.